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10 **UNITED STATES DISTRICT COURT**  
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 JAN BRANDRUP, an individual,  
13 NICKLAS BRANDRUP, an individual,  
14 HYPERIKON, INC., a California  
15 Corporation,

16 Plaintiffs

17 vs.

18 ALVIN GOMEZ, an individual,  
19 FERNANDO TRUJILLO  
20 GRUMBIONIN a/k/a GRUMBIANIN  
a/k/a GRUMBIANINI, an individual,  
21 ROBERT KENYON, an individual,  
22 PLATINUM LED US, INC., a California  
Corporation, and DOES 1-10 inclusive,

23 Defendants

24 Case No. '13CV2254 BTM BGS

25 **COMPLAINT**

26 **DEMAND FOR JURY TRIAL**

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1 Plaintiffs JAN BRANDRUP, NICKLAS BRANDRUP, and HYPERIKON,  
 2 INC., by and through their attorneys, THE FROST FIRM, complaining of the above-  
 3 named Defendants (collectively referred to as "Defendants"), as and for their  
 4 Complaint allege, upon information and belief except as otherwise particularly stated,  
 5 as follows:

6 **JURISDICTION AND VENUE**

7 1. This Court has subject matter jurisdiction over these claims for  
 8 violations of the Securities and Exchange Act of 1934, 15 U.S.C. § 78j(b) and 17  
 9 C.F.R. § 240.10b-5, and violations of the Securities and Exchange Act of 1933, 15  
 10 U.S.C. § 77a, and Regulation D, 17 C.F.R. § 230.500, which raise federal questions  
 11 pursuant to 28 U.S.C. § 1331. This Court may exercise ancillary and pendent  
 12 jurisdiction over the related state law claims pursuant to 28 U.S.C. § 1367.

13 2. This Court has personal jurisdiction over each of the Defendants because  
 14 at all times relevant to this Complaint they conducted systematic and continuous  
 15 business in California in this District and maintained principal places of business in  
 16 this District. The individual Defendants also have purchased and maintained real and  
 17 personal property in this District. Moreover, this Court has personal jurisdiction over  
 18 all Defendants pursuant to 15 USC § 78aa because all Defendants inhabit,  
 19 permanently reside in, and may be found in California in this District, and the acts  
 20 and transactions constituting the alleged violations of the Securities and Exchange  
 21 Acts of 1934 and 1933 occurred in California in this District.

22 3. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), as  
 23 Defendants are conducting substantial business activities within this District; all  
 24 Defendants reside and are domiciled in this District; a substantial part of the events  
 25 and omissions giving rise to the claims herein occurred in this District; and all  
 26 Defendants are subject to the Court's personal jurisdiction.

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## THE PARTIES

3. Plaintiff Jan Brandrup (“Jan”) is a citizen of Denmark and at all times  
4 relevant to this action has resided in Rancho Santa Fe, California, and has actively  
5 conducted business in this District pursuant to a L-1 visa. L-1 visas are non-  
6 immigrant visas available to employees of international companies conducting  
7 business in both the United States and abroad. Jan is the principal and sole  
8 shareholder of Brandrup AS, a Danish Corporation with its headquarters in Aalborg,  
9 Denmark. Jan and Brandrup AS conduct business in this District through Brandrup  
10 AS’s wholly owned subsidiary, Plaintiff Hyperikon, Inc., a California Corporation.  
11 Jan’s L-1 visa provides for non-immigrant residence in the United States pursuant to  
12 his companies’ U.S. business activities until November 2014, with an option to  
13 extend his residence for an additional 3 years thereafter.

14. Plaintiff Nicklas Brandrup (“Nicklas”), Jan’s son, also is a citizen of  
15 Denmark. At all times relevant to this action, Nicklas has permanently resided in  
16 Copenhagen, Denmark. For substantially the entire period of time between  
17 approximately March 15, 2013, and the date of this Complaint, Nicklas temporarily  
18 has been visiting this District pursuant to a tourist visa that expires on October 12,  
19 2013. Nicklas recently was approved to receive an Exchange Visitor Visa or “J-1  
20 visa” which will enable him to remain in the United States for as long as 12  
21 additional months for the purpose of gaining practical work experience in the United  
22 States with a “sponsor” company. Nicklas’s proposed sponsor company is  
23 Hyperikon, Inc.

24. Plaintiff Hyperikon, Inc. (“Hyperikon”), is and was at all times relevant  
25 to this action a corporation organized under the laws of the State of California with its  
26 principal place of business located at 3444 Tripp Court, Suite C, San Diego,  
27 California and is and was at all times relevant to this action authorized to conduct,

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1 and was in fact conducting, business in California. Hyperikon is wholly owned by  
2 Brandrup AS, a Danish Corporation. Jan owns 100% of the issued and outstanding  
3 stock of Brandrup AS, and thereby indirectly owns and controls Hyperikon. Jan also  
4 acts as President and Chief Executive Officer of Hyperikon. Hyperikon is in the  
5 business of designing, supplying and installing high technology lighting equipment,  
6 consisting almost entirely of “Light Emitting Diode” or “LED” equipment, for  
7 consumers in the US, Denmark, India, Russia, Turkey and other countries worldwide.

8       7. Defendant Fernando Trujillo Grumbionin a/k/a “Grumbianin” a/k/a  
9 “Grumbianini” (for purposes of this Complaint he shall be referred to as “Trujillo”) is  
10 a Mexican National permanently residing in California in Chula Vista, California.  
11 Plaintiff is informed and believes Trujillo’s true last name is Grumbionin but he uses  
12 various aliases to avoid potential creditors. More specifically, Trujillo was a  
13 defendant in a recent San Diego Superior Court action that resulted in a substantial  
14 judgment against him individually. The docket sheet from this prior State Court  
15 action indicates Trujillo originally was named as a defendant under the assumed  
16 name “Grumbianini,” but after judgment was entered the plaintiffs discovered his true  
17 last name is “Grumbionin” and they modified the judgment accordingly. At all  
18 relevant times in this Federal Court action, Trujillo represented to Plaintiffs that his  
19 last name was “Grumbianin,” a representation that, based upon the docket sheet in his  
20 prior State Court action, appears to have been false. Upon information and belief,  
21 Trujillo was and is the controlling, beneficial owner of approximately 50% of the  
22 issued and outstanding shares of Defendant Platinum LED US, Inc., a California  
23 Corporation. At all times relevant to this action, Trujillo acted and held himself out  
24 as an officer of Defendant Platinum LED US, Inc., with the titles of Vice President  
25 and Commercial Sales Manager.

26       8. Defendant Alvin Gomez (“Gomez”) is an individual residing in Del Mar,  
27 California. Gomez is a member of the California State Bar and actively practices law

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1 in this State in this District as Gomez Law Group, P.C., with offices located at 853  
2 Camino Del Mar, Suite 100, Del Mar, California. At all times relevant to this action,  
3 Gomez owned and controlled the other 50% of the issued and outstanding shares of  
4 Defendant Platinum LED US, Inc., and he acted and continues to act as President,  
5 Treasurer, Secretary, Chairman of the Board of Directors, and counsel for Defendant  
6 Platinum LED US, Inc.

7       9. Defendant Robert Kenyon is an individual residing in San Diego  
8 County, California. Mr. Kenyon is and at all times relevant to this action was the  
9 employee and Chief Operating Officer of Hyperikon. Mr. Kenyon was not involved  
10 in any of the wrongful conduct alleged against the other Defendants named herein.  
11 Rather, as alleged in greater detail below, in reliance on the fraudulent  
12 misrepresentations and other wrongful conduct of Defendants Trujillo and Gomez,  
13 Hyperikon was induced to loan Mr. Kenyon approximately \$100,000 for the sole and  
14 express purpose of enabling Mr. Kenyon to purchase shares of Platinum LED US,  
15 Inc., stock in connection with the Defendants' fraudulent, unregistered, non-exempt  
16 offering of these securities (the "Kenyon Loan"). Mr. Kenyon is named as a  
17 Defendant in this action for the sole purpose of adjudicating Plaintiffs' right to  
18 recover the \$100,000 in Kenyon Loan funds Mr. Kenyon invested in connection with  
19 the fraudulent, unregistered, non-exempt securities offering at issue in this action.  
20 Otherwise, if, as, and when necessary and proper, Plaintiffs may seek to amend this  
21 Complaint to name Mr. Kenyon a voluntary or involuntary Plaintiff for the foregoing  
22 purposes.

23       10. Defendant Platinum LED US, Inc. ("Platinum"), is a California  
24 Corporation with its principal places of business located at 2658 Del Mar Heights  
25 Road #215, Del Mar, California, and also at the office of Gomez Law Group in Del  
26 Mar, California. At all times relevant to this action, Defendants Trujillo, Gomez and  
27 Platinum (hereinafter collectively referred to as the "Platinum Defendants") publicly  
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1 represented that Platinum maintained “brick and mortar” offices located in Del Mar at  
2 2658 Del Mar Heights Road #215, Del Mar, California. On the contrary, however,  
3 Platinum’s “brick and mortar” office location is not, in fact, an office suite, but rather  
4 a “mailbox” assigned the number “215” maintained by and within a Postal Annex  
5 store in the Vons Shopping Center on Del Mar Heights Road. Platinum also has  
6 publicly represented during the relevant time period that it maintained offices at the  
7 same address as Gomez Law Group’s office.

8       11. Defendant Platinum was formed and organized under the laws of the  
9 State of California in September 5, 2012 and, at all relevant times, is and has been  
10 principally owned and controlled by Trujillo and Gomez. At all times relevant to this  
11 action, Platinum held itself out as the primary worldwide distributor of LED lighting  
12 for commercial and residential purposes manufactured under the brand name  
13 “Energetic Lighting.” Energetic Lighting is the trade name and fictitious business  
14 name of a California Corporation, Yankon Industries, Inc. dba Energetic Lighting  
15 (“Energetic”). Upon information and belief, Energetic is a division of Zhejiang  
16 Yankon Group Co., Ltd., a Chinese Corporation whose stock is publicly traded on the  
17 Shanghai stock exchange. Energetic’s principal place of business is located at 13445  
18 12<sup>th</sup> Street, Chino, California.

19       12. Plaintiffs are informed and believe, and allege thereon, that each of the  
20 Platinum Defendants were at all times relevant hereto controlling persons, agents,  
21 and/or alter egos of the other Platinum Defendants, and in doing the acts as herein  
22 alleged, were acting within the course and scope of his or its authority as such with  
23 the expressed and implied permission, instruction, knowledge, consent, and  
24 ratification of the other Platinum Defendants. Each of these Platinum Defendants did  
25 influence and govern the other Platinum Defendants with such a degree of unity of  
26 interest and ownership so that the individuality, and/or separateness, of each of the  
27 Platinum Defendants have ceased to exist.

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1       13. The true names and capacities, whether individual, corporate, associate  
2 or otherwise of the defendants named herein as DOES 1 through 10, inclusive, are  
3 unknown to Plaintiffs at this time, who therefore sue DOES 1 through 10 by fictitious  
4 names and will ask leave of the Court to amend this Complaint to show the true  
5 names and capacities of DOES 1 through 10 when the same are ascertained; DOES 1  
6 through 10 are sued as principals and/or agents, servants, attorneys, and employees of  
7 said principals, and all the acts performed by them were within the course and scope  
8 of their authority and employment. Plaintiffs are informed and believe and thereupon  
9 allege that each of DOES 1 through 10 is legally responsible in some manner for the  
10 events and happenings referred to herein, and directly and proximately caused the  
11 damages and injuries to Plaintiffs as hereinafter alleged.

## **SUMMARY OF THE CASE**

13        14. This case arises out of an unregistered, non-exempt offering of Platinum  
14 securities to Plaintiffs and their employee, Defendant Kenyon (the “Offerees”). More  
15 specifically, between April 2013 and July 2013, Defendants Trujillo and Gomez (the  
16 “Offerors”), who each held 250,000 shares of Platinum during this time period,  
17 offered to sell 120,000 of their shares to Offerees with a “value” of \$7,200,000.00  
18 (the “Offering”). The Offering contemplated that each of the two Offerors with the  
19 express permission and ratification of Platinum as the issuer, would sell 60,000 of  
20 their respective Platinum shares to the Offerees, such that if all 120,000 shares were  
21 purchased and sold, Trujillo and Gomez each would hold 190,000 shares, Jan would  
22 hold 70,000 shares, and Nicklas and Kenyon each would hold 25,000 shares.

23        15. In connection with the Offering, Trujillo and Gomez represented that  
24 Platinum had a total equity value of \$30,000,000.00, or \$60 per share. Trujillo and  
25 Gomez claimed they could “sweeten” the deal, however, and invited Plaintiffs to  
26 participate in the Offering in accordance with the following very general terms: (1)  
27 in exchange for payments of approximately \$1.4 million in up-front cash and other

1 consideration, Defendants would sell Plaintiffs an initial tranche of 40,332 shares (or  
2 \$34.71 per share), to be allocated 26,200 shares to Jan, and 7,066 shares each to  
3 Nicklas and Mr. Kenyon; and (2) in exchange for future payments of \$4,780,080.00  
4 in cash (which could be paid at any time before March 31, 2014 for Jan's shares and  
5 anytime before March 31, 2015 for Nicklas's and Kenyon's shares), Plaintiffs and  
6 Kenyon could purchase the 79,668 balance of the total 120,000 shares offered in the  
7 Offering (or \$60 per share) to be allocated 43,800 additional shares to Jan, and  
8 17,934 additional shares *each* to Nicklas and Kenyon.

9       16. The Offerees Nicklas and Kenyon are not accredited investors as that  
10 term is defined in Regulation D of the Securities and Exchange Act of 1934 and the  
11 Code of Federal Regulations promulgated thereunder. All Offerees, including  
12 Plaintiffs Jan and Nicklas and Defendant Kenyon, are unsophisticated and lack the  
13 knowledge and experience in financial and business matters necessary to adequately  
14 evaluate the merits and risks of the prospective investments in Platinum that were the  
15 subject of the Offering. Moreover, Plaintiffs Jan and Nicklas have a limited  
16 understanding of the English language, and utterly lack any experience with or  
17 reasonable understanding of U.S. business laws, customs and practices, and therefore  
18 these Plaintiffs were particularly susceptible to the Defendants' fraudulent business  
19 practices and other wrongful misconduct which occurred, as alleged in further detail  
20 below, in connection with Defendants' unregistered, non-exempt Offering.

## **FACTUAL ALLEGATIONS**

## ***The Platinum Defendants Offered And Sold Securities To Unaccredited Investors Who Lacked Sophistication In Financial And Business Matters***

24        17. Jan attended Fredericia Technical Institute and received a M.A. in  
25 mechanical and electrical engineering in 1982. From approximately 1982 to 1989,  
26 Jan worked for several engineering firms performing energy enhancement work for  
27 clients in Denmark and Greenland. From approximately 1990 to 2010, Jan formed

1 and actively operated a Danish computer technology company called Epoka which  
2 focused on purchasing and selling used computers and computer components.  
3 During his time with Epoka, Jan promoted the company's expansion into Russia,  
4 India, Turkey and other countries. In December 2010, Jan founded CO2light, a  
5 Danish company involved in designing, supplying and installing low energy "Light  
6 Emitting Diode" or "LED" business solutions for commercial and residential  
7 customers.

8       18. Approximately one year later, in 2011, Jan moved to the United States  
9 where he formed Hyperikon to resume his LED business activities. Jan's primary  
10 objective with Hyperikon was to utilize his existing international contacts, especially  
11 his contacts in Denmark, Russia, India, and Turkey to expand his growing LED  
12 business globally. Hyperikon, like CO2light, focused almost exclusively on  
13 designing, supplying and installing LED equipment for its customers. Since  
14 relocating to the United States with his wife, daughter and youngest son in 2011, and  
15 forming Hyperikon, Jan actively has been seeking a Green Card to establish  
16 permanent residence in the United States. Otherwise, Jan's current L-1 visa provides  
17 for non-immigrant residence in the United States until, at the latest, November 2017.

18       19. Jan worked for years in Denmark as an engineer, and also formed and  
19 operated his own used computer equipment sales company and a lighting equipment  
20 sales company. He has absolutely no financial sophistication in matters relating to  
21 private U.S. domestic stock offerings. He has only a rudimentary understanding of  
22 the English language, sufficient to conduct business abroad in places like Russia,  
23 India, Turkey and Germany, but he speaks, reads, and writes English with extremely  
24 limited proficiency. Jan has no prior experience whatsoever evaluating the risks of  
25 securities investments in the United States. Because Jan lacked financial  
26 sophistication in matters of United States securities investments, as described above,

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1 he lacked a reasonable understanding of the Platinum Offering documents at issue in  
2 this case.

3       20. In 2012, Jan's eldest son Nicklas graduated from Copenhagen Business  
4 School where he studied international business and economics. More specifically,  
5 Nicklas focused his studies on European supply chain management and  
6 organizational behavior. In or around late 2012, Nicklas left Denmark to visit his  
7 father in the United States. Nicklas also hoped to eventually obtain the necessary  
8 visas and a position of employment in the United States so he could be closer to his  
9 parents. Nicklas is 22 years old and has no prior practical experience whatsoever  
10 evaluating the risks of a securities investment, particularly a private offering of  
11 securities in the United States. Nor were United States securities investments a topic  
12 of any of his undergraduate studies at the Copenhagen Business School, which  
13 focused on European macro-economic topics.

14       21. Moreover, while Nicklas's proficiency in English is slightly better than  
15 his father's, he also has only a rudimentary understanding of the English language as  
16 used in business affairs. Like his father, he speaks with a heavy Danish accent and is  
17 far from fluent as an English speaker, reader and writer. Because Nicklas lacked  
18 financial sophistication in matters of United States securities investments, as  
19 described above, he lacked a reasonable understanding of the Platinum Offering  
20 documents at issue in this case.

21       22. Kenyon served in the military during the Vietnam conflict. When he  
22 returned from military service, he attended and graduated from the University of  
23 Arizona College of Law. Upon information and belief, Kenyon only briefly practiced  
24 law, working as an Assistant District Attorney in San Diego during the 1970s. Since  
25 that time period, however, Kenyon generally has remained an inactive member of the  
26 Bar and has not practiced law for a living. For the majority of Kenyon's career, from  
27 approximately 1985 to 2007, Kenyon operated a travel agency. Then, in March 2009,

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1 Kenyon obtained a real estate broker's license issued by the California Department of  
 2 Real Estate. Upon information and belief, Kenyon was unable to broker any real  
 3 estate transactions from 2009 until 2011. Jan met Kenyon in 2011 when Jan was  
 4 seeking to purchase a home in San Diego in connection with his move to the United  
 5 States from Denmark. Jan hired Kenyon as his real estate broker and Kenyon  
 6 brokered Jan's purchase and sale of his home in Rancho Santa Fe, Kenyon's first and  
 7 only real estate brokerage transaction.

8       23. In or around May 2011, after discussing Kenyon's struggles in the real  
 9 estate industry, Jan proposed that Kenyon work for Jan's new company, Hyperikon,  
 10 and Kenyon accepted a position as Hyperikon's Chief Operating Officer ("COO").  
 11 At all times relevant to this Complaint, Hyperikon employed Kenyon as its COO. Jan  
 12 trained Kenyon in the LED lighting business and Kenyon now installs various  
 13 lighting projects unsupervised. Jan, however, as the CEO of the company,  
 14 exclusively meets with customers, evaluates and makes recommendations regarding  
 15 customers' prospective lighting needs, prepares formal design proposals and budgets  
 16 and supervises Hyperikon's various LED lighting installation projects.

17       24. Kenyon practiced criminal law on a junior level for a short period 40  
 18 years ago, he operated a travel agency for most of his career, and he worked as a real  
 19 estate broker for approximately 3 years in which he did not actually sell any real  
 20 estate. Kenyon has had no practical experience whatsoever with private offerings or  
 21 any other related business matters requiring financial sophistication. Because  
 22 Kenyon lacked financial sophistication, as described above, he lacked a reasonable  
 23 understanding of the Platinum Offering documents at issue in this case.

24 ***The Platinum Defendants Make Fraudulent Statements In Connection With The***  
 25 ***Offering And Sale Of Platinum Securities To Plaintiffs***

26       25. On or about March 24, 2013, during a discussion with an acquaintance at  
 27 their young sons' soccer game, the acquaintance mentioned to Jan that he knew

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1 someone who owned 12 hotels in the San Diego area. He offered to introduce the  
2 hotel owner to Jan and Hyperikon to discuss the hotels' prospective LED lighting  
3 needs, if any. The next day, however, Jan learned the hotel owner already had  
4 recently purchased LED lighting for his 12 hotels in the San Diego area from  
5 Energetic, a Chinese firm based in Chino California.

6 26. Jan obtained the contact information for Energetic to generally inquire  
7 about the company and perhaps discuss a prospective distributorship relationship.  
8 Jan knew very little about Energetic but he believed Energetic recently entered into  
9 contracts to service 12 hotels in the San Diego area, which Jan considered an  
10 impressive deal. On March 25, 2013, Jan called Energetic's office number and  
11 Defendant Trujillo answered and introduced himself as the Commercial Sales  
12 Manager of "Energetic Lighting." Jan inquired about the company generally and the  
13 possibility of distributing its LED products. Trujillo stated, "We are the largest LED  
14 lighting manufacturer in the world. We sell several billion dollars' worth of  
15 commercial and residential LED lighting equipment annually." Trujillo then invited  
16 Jan to attend a meeting at his offices in Del Mar that same day to further discuss  
17 prospective distributorship arrangements. Jan expressed surprise that Trujillo was not  
18 working out of a large, distant warehouse, and Trujillo explained that although he  
19 maintained a very large warehousing facility in Chino, California, he also maintained  
20 offices in Del Mar very close to Hyperikon's offices in Sorrento Valley.

21 27. Shortly after the phone call, Jan drove the short distance to the office  
22 address in Del Mar provided by Trujillo to meet with Trujillo in person and further  
23 discuss a prospective distributorship arrangement with Energetic. When Jan arrived  
24 at the location, he realized Trujillo provided him the address for Gomez Law Group.  
25 Jan entered Gomez Law Group's office and Gomez and Trujillo both were present for  
26 the planned meeting. Gomez introduced himself as Trujillo's "business partner" and  
27 "counsel," giving Jan the initial impression Gomez was acting as counsel for  
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1 Energetic. At this time, Jan's understanding was that Energetic maintained its  
2 headquarters in Chino, California, and Energetic's Commercial Sales Manager,  
3 Trujillo, periodically held meetings at the office of Energetic's counsel for  
4 convenience, since Trujillo lived in Chula Vista, California, and also to address any  
5 potential legal issues that may arise in such meetings. After the attendees' initial  
6 introductions, Jan displayed Hyperikon's proprietary marketing material, research  
7 studies commissioned from UCLA regarding the health effects of fluorescent  
8 lighting, and numerous other sales and promotional materials and templates, and he  
9 explained to Trujillo and Gomez Hyperikon's business model in great detail, which  
10 he stated repeatedly was focused almost exclusively on LED products and related  
11 services. Jan emphasized how the expensive study he commissioned from UCLA  
12 was a strong selling point for Hyperikon's LED-based business model.

13 28. After Jan's presentation, which lasted approximately one hour, the  
14 parties concluded this initial March 25 meeting. Trujillo and Gomez requested that  
15 Jan return the next day for another meeting.

16 29. On or about March 26, Jan returned to Gomez Law Group's office for a  
17 second meeting. Gomez and Trujillo both were present. During this second meeting,  
18 the Platinum Defendants merely further explored Jan's business model and technical  
19 capabilities. The meeting concluded quickly and the parties arranged to meet again  
20 the next day.

21 30. On or about March 27, Jan returned to Gomez Law Group's office for a  
22 third meeting. Gomez and Trujillo both were present. Trujillo stated that although  
23 Hyperikon was an appealing distributor, and Energetic was now manufacturing and  
24 selling "billions of dollars" of LED products worldwide, a direct distribution  
25 agreement between Energetic and Hyperikon was "not available" because Energetic  
26 actively had been terminating and reducing its distributorship relationships to focus  
27 solely on the most effective distributors. According to Trujillo, Energetic now  
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1 distributed exclusively through 1000 Bulbs Unlimited and the wholly owned  
2 corporation of Trujillo and Gomez called Platinum LED US, Inc. This was the very  
3 first time Jan recalls hearing about the entity Platinum, and he was disappointed to  
4 learn, after three separate meetings regarding a distributorship, that Hyperikon could  
5 not become a direct distributor of Energetic products.

6 31. Thereafter, instead of discussing a prospective arrangement between  
7 Hyperikon and Energetic, as Jan had contemplated based on his previous discussions  
8 and meetings with Trujillo and Gomez, Gomez and Trujillo immediately launched  
9 into a hard-sell presentation describing the many accomplishments and assets held by  
10 their wholly owned company Platinum. Gomez and Trujillo initially delivered their  
11 hard-sell presentation to Jan individually during the March 27 meeting, and then  
12 again in a meeting with Jan and Nicklas on March 28, also held at Gomez Law  
13 Group's office in Del Mar

14 32. Gomez and Trujillo both stated to Jan and Nicklas during these meetings  
15 that Platinum enjoyed a lucrative long-term exclusive distributorship relationship  
16 with Energetic (a/k/a Yankon Industries, Inc.) and its parent company in China,  
17 Zhejiang Yankon Group, Co., a publicly traded company listed on the Shanghai stock  
18 exchange. Trujillo stated, and Gomez affirmed, Platinum's exclusive distributorship  
19 agreement had an initial 5-year term with two separate options to renew for 5  
20 additional years per option. They claimed Energetic manufactured the lighting  
21 equipment sold under the brand names Philips, Osram and Sylvania, but that the  
22 equipment sold under its own brand name Energetic was the highest quality. They  
23 also both represented to Jan during this meeting that as a result of the extremely  
24 favorable pricing on Energetic products, which never exceeded "Energetic's cost plus  
25 15%," Platinum had successfully secured extremely lucrative "executed contracts" as  
26 well as numerous prospective contracts, which Fernando repeatedly referred to as  
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1 “informally closed” and “done deals,” with large commercial customers mostly  
2 located in the United State and Mexico.

3       33. For example, Trujillo represented orally and in writing, and Gomez  
4 affirmed, that Platinum recently received an “executed order” for over \$10 million  
5 worth of Energetic products from Southern California Public Power Authority  
6 (“SCPPA”).

7       34. Trujillo and Gomez also represented that Platinum’s Exclusive  
8 Distributorship Agreement with Energetic spanned the globe, and that new markets  
9 could readily be added to the existing agreement. Jan inquired about Platinum’s  
10 arrangements, if any, for sales in Jan’s home country of Denmark, or in Russia,  
11 Turkey or India, where Jan had numerous business contacts from his work with  
12 Epoka. Trujillo and Gomez unequivocally confirmed Platinum enjoyed exclusivity in  
13 Jan’s prized countries of Denmark, Russia, and India, along with Mexico, Central  
14 America, South America, Dominican Republic, United Arab Emirates and South  
15 Africa (the “Territory”). Trujillo claimed Platinum was actively seeking exclusivity  
16 in Turkey as well. Trujillo and Gomez stated the businesses of Platinum and  
17 Energetic were so intertwined that consumers frequently considered them to be one  
18 and the same company, in much the same way Jan initially confused Platinum with  
19 Energetic.

20       35. Trujillo and Gomez were adamant during these meetings that the only  
21 way Jan could legally distribute products for Energetic was if Jan became a  
22 shareholder of Platinum. But if Jan became an “owner” of Platinum, according to  
23 Trujillo and Gomez, he would enjoy unlimited access to Energetic’s “cost plus 15%”  
24 pricing on all Energetic products and exclusive distribution rights internationally.  
25 Trujillo and Gomez repeatedly and excitedly emphasized the “astronomical value” of  
26 Platinum’s distribution rights. Trujillo claimed, and Gomez confirmed, that on two  
27 separate occasions within the past few months, two separate prospective purchasers in  
28

1 Mexico each offered to acquire Platinum's exclusive rights to distribute Energetic  
 2 products in Mexico alone for \$6 million. Platinum turned down both \$6 million  
 3 offers outright, according to Trujillo and Gomez, and did not bother making a  
 4 counter-offer because Platinum's exclusivity rights in Mexico were worth many  
 5 millions of dollars and they viewed the \$6 million offers for Platinum's rights in  
 6 Mexico as insultingly low.

7       36. On the few occasions when Jan expressed the slightest skepticism during  
 8 these initial meetings, Gomez exclaimed that he was one of the most highly respected  
 9 business attorneys in San Diego, with 25 years of distinguished service and  
 10 unimpeachable ethics. At the conclusion of the parties' fourth meeting on March 28,  
 11 2013, the Platinum Defendants invited Jan and Nicklas to attend a fifth meeting on  
 12 March 29, 2013, at which the Platinum Defendants would share information  
 13 concerning Platinum's business model, products, transfer pricing, and lucrative  
 14 contractual arrangements.

15       37. Jan, Nicklas, Gomez and Trujillo attended a fifth meeting in person on  
 16 March 29, 2013, at Gomez Law Group's office. Trujillo and Gomez circulated a  
 17 written price list and a catalog of products available to Platinum at the steeply  
 18 discounted "cost plus 15%" pricings. The list circulated to Jan and Nicklas during  
 19 this meeting was comprehensive and highly appealing to any reasonable business  
 20 person in the LED lighting business. Shortly after circulating Platinum's purported  
 21 products catalog and price list, Trujillo insisted Jan and Nicklas return the catalog and  
 22 price list to Gomez due to the "highly sensitive" nature of these documents.

23       38. During the March 29, 2013, meeting, Trujillo and Gomez also  
 24 distributed copies of a document they claimed contained details regarding the  
 25 "extremely lucrative" deals Platinum purportedly had in its "Pipeline" (the "Pipeline  
 26 Deals") as a result of its access to the extensive product lines and steeply discounted  
 27 pricing reflected in the catalogs and price lists he had shared with Jan and Nicklas

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1 earlier. Among other glowing representations regarding the actual and prospective  
 2 contractual relationships between Platinum and its purportedly large-scale  
 3 commercial and municipal customers, the Pipeline Deals included the following  
 4 specific representations regarding Platinum's business opportunities:

5       a.     Southern California Public Power Authority: Defendants claimed  
 6 the Southern California Public Power Authority (the "SCPPA") signed an agreement  
 7 with Platinum whereby Platinum would begin to supply 12 municipal utilities in  
 8 California, including Anaheim Public Utilities. Defendants also represented they  
 9 recently received a "phone order" from the SCPPA placing one order for Compact  
 10 Fluorescent Lamps "CFL" valued at \$685,000.00 and a separate order for residential  
 11 LED installations valued at \$10,600,000.00, which Platinum expected to receive "in  
 12 the next days." To emphasize the absolute "certainty" of the SCPPA deal as  
 13 presented in the Pipeline Deals, Trujillo briefly left the meeting room and returned  
 14 with a copy of the purported "signature page" of the SCPPA contract, which  
 15 appeared to be an enlarged cell phone photograph of two signatures on one page, one  
 16 of which was a signature of an Energetic representative and the other a signature of a  
 17 SCPPA representative, without terms or conditions or any other information  
 18 whatsoever regarding the SCPPA deal;

19       b.     Coppel: Defendants claimed a Mexican entity named Coppel  
 20 committed to place a "first order of 50,000 pieces from a total of at least 3,000,000  
 21 pieces for the next 36 months." Defendants represented this would result in gross  
 22 revenue to Platinum of \$120,000,000.00;

23       c.     Santa Fe Stand: Defendants claimed a chain of 95 supermarket  
 24 stores owned by a close friend of Trujillo intended to retain Platinum for a project  
 25 valued at \$9,000,000.00, a deal which Defendants represented, in writing, had a "90%  
 26 possibility" of closing in the immediate future.

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1                   d.     Sheraton Los Cabos: Defendants represented this hotel “already  
 2 sent us the first order yesterday” for a three phase project worth \$400,000.00.

3                   e.     Soriana:   Defendants represented this major Mexican retail  
 4 conglomerate “wants to replace the parking lot lighting at all stores” in the next 36  
 5 months *through Platinum*, a deal purportedly worth \$48,000,000.00.

6                   f.     Among numerous other similar affirmative statements regarding  
 7 actual and imminent business opportunities established by Platinum as of March 29,  
 8 2013.

9                   39.    In an effort to impress the meeting attendees, Gomez displayed one of  
 10 Energetic’s Dolphin street lights with pride. Jan asked if the street lights were  
 11 properly certified, and Gomez claimed the light was UL approved but not Energy Star  
 12 approved.<sup>1</sup> Gomez represented, however, that the Dolphin street lights would be  
 13 Energy Star certified within a few short weeks, a reasonable and anticipated delay,  
 14 according to Gomez, since the Dolphin street lights were “prototypes” not yet  
 15 actively marketed by Platinum. Trujillo then represented that Energetic supplied the  
 16 highest quality LED and other lighting products to Platinum with all the necessary  
 17 certifications in place to sell these products to any consumers within Platinum’s  
 18 exclusive Territory.

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21                   <sup>1</sup> Prior to sale, all lighting products must be certified by various government regulated  
 22 entities, which vary from country to country, to ensure the lighting products sold to  
 23 consumers maintain certain minimum energy efficiency, fire and electrocution safety  
 24 standards. For example, in the United States, lighting products must maintain, at a  
 25 minimum, a “UL” or “ETL” certification for safety purposes, whereas in Mexico,  
 26 lighting products must maintain a “NOM” certification for safety purposes. For  
 27 energy efficiency purposes, lighting products in the United States must maintain an  
 28 “Energy Star” certification to qualify for government subsidized rebate and incentive  
 programs, and in Mexico, an “FIDE” certification entitles consumers to similar  
 rebates and incentives. Other countries worldwide maintain their own similar but  
 unique certifications.

1       40. Jan also inquired about Platinum's ability to process SDG&E rebates for  
2 customers, an essential part of Hyperikon's LED and lighting energy efficiency  
3 business. Hyperikon implemented a complex computerized system to track and  
4 process energy savings rebates for its customers so this was an important  
5 consideration for Jan. At that point, Gomez very adamantly stated that Platinum was  
6 extremely well integrated in the SDG&E rebate and incentive program, with a "team"  
7 in place processing and tracking the various phases of SDG&E's rebates and other  
8 incentives for its customers. Gomez claimed he had numerous contacts and  
9 acquaintances at SDG&E, who helped Platinum efficiently process rebates and pass  
10 along the substantial savings to its many customers.

11      41. After reviewing the Pipeline Deals with the attendees at the meeting in  
12 detail, Defendant Trujillo utilized a "white board" to demonstrate how the group  
13 should properly value and offer 10% of the issues and outstanding Platinum stock to  
14 Plaintiffs. Trujillo explained that utilizing customary business valuation methods,  
15 Platinum was worth \$30,000,000.00, based on the "current contracts" and prospective  
16 contracts identified in the Pipleline Deal Terms, the prior "substantial" monetary  
17 investments of Trujillo and Gomez, and the Exclusivity Agreement with Energetic.  
18 After writing the \$30 million number on the board, Trujillo proceeded to explain that  
19 given this valuation, Platinum's 500,000 shares of issued and outstanding common  
20 stock were worth at least \$60 per share. A 10% share of Platinum, therefore, would  
21 cost \$3,000,000. Both Trujillo and Gomez represented to Jan and Nicklas that this  
22 share price was based upon a substantial undervaluation of the company.

23      42. During this March 29, 2013, meeting and white board presentation,  
24 Gomez agreed with Trujillo's calculations and Trujillo and Gomez further  
25 represented that Gomez would act as the attorney for all interested parties to ensure  
26 the safe and lawful transfer of stock from the current stockholders, Trujillo and  
27 Gomez, to Plaintiffs. Gomez repeatedly represented that he would never jeopardize  
28

1 his sterling reputation as an upstanding San Diego attorney by engaging in any  
2 misconduct or otherwise mishandling the Offering in any way.

3       43. At the conclusion of the March 29, 2013, meeting, Trujillo and Gomez  
4 suggested that Jan purchase the 10% interest with \$1,000,000 in cash up front, and  
5 \$2,000,000 payable from the substantial commissions he would be earning as a new  
6 Platinum representative with access to Energetic exclusivity and pricing. Defendants  
7 claimed Jan, as a new Platinum stockholder, would also be earning “substantial seven  
8 figure dividends and distributions” from the contracts described in the Pipeline Deals  
9 alone. Trujillo finished his presentation by saying, “Look, we need you and all your  
10 marketing materials and expertise, but you have to invest to sell Energetic. Maybe I  
11 am crazy for letting you invest on these terms so you should take this deal before we  
12 change our minds.”

13       44. Plaintiffs finally left the meeting, advising Trujillo and Gomez they all  
14 needed some time to think about the offer. The very next day, however, on March  
15 30, 2013, Trujillo sent an email to Gomez, copied to Jan and Nicklas, affirmatively  
16 stating, in relevant part, “we have the agreement / Contract with SCCPA, and on that  
17 particular 12 Utilities they are accepting all LED T8's, with our brand...” In this  
18 email, Trujillo obviously attempted to further assure Jan and Nicklas that Platinum’s  
19 “lucrative” \$10.6 million deal with SCCPA was proceeding and that all Energetic’s  
20 LED products were certified, Energy Star approved for rebates, and ready for  
21 delivery.

22       45. On April 3, 2013, Jan and Nicklas called Gomez via Jan’s Bluetooth  
23 speakerphone in Jan’s car during their morning commute to Hyperikon’s offices.  
24 Gomez did not answer so Jan left a voice message stating Jan could not afford to pay  
25 \$1 million for Platinum shares and did not wish to participate in the Platinum  
26 Defendants’ securities offering. Gomez immediately returned the call approximately  
27 5 minutes later from Gomez Law Group’s phone and stated, “Jan, I just listened to  
28

1 your voice message and you sounded so sad. Please come to my office right now and  
2 I will try my best to work something out. I really do not want you to miss out on this  
3 great opportunity and will do whatever I can to help you.”

4       46. Jan and Nicklas then drove straight to Gomez Law Group’s office as  
5 Gomez requested where Gomez and Trujillo were waiting for them. Upon their  
6 arrival, Jan confided, “Guys, I cannot make this investment. I am not that that  
7 loaded.” Gomez responded in a sarcastic tone, “Oh, come on Jan!” Trujillo then  
8 exclaimed, “Jan, we asked you to come today because we have great news! I  
9 somehow convinced Gomez to let you in for only \$100,000 up-front.” Gomez then  
10 confirmed he made arrangements, with considerable effort, to permit Jan to purchase  
11 the same 10% of Platinum’s issued and outstanding stock for an up-front payment of  
12 only \$100,000.00. In exchange for \$100,000.00, Jan would receive 1,666 shares (\$60  
13 per share). Jan would be expected to purchase the remaining 48,334 shares before the  
14 end of 2013. Trujillo assured Jan his substantial “seven-figure” income as an  
15 Energetic distributor and Platinum shareholder would be more than adequate to  
16 purchase the remaining shares. According to Gomez, however, Jan had to purchase  
17 the minimum 1,666 shares immediately or Platinum legally would be forced to  
18 exclude him from the Pipeline Deals.

19       47. During the April 3, 2013, meeting, Gomez and Trujillo concocted a  
20 scheme to convince Jan that his 22-year-old son Nicklas also would benefit from  
21 Jan’s substantial prospective \$100,000.00 initial investment in Platinum. Nicklas  
22 previously discussed with Gomez and Trujillo his goal of creating a web application  
23 compatible with smart phones to enable consumers to test or “audit” the lighting in  
24 their residential environments. Nicklas told the men he considered naming this  
25 prospective application “LEDHomekit.” Solely to further entice Jan to invest  
26 \$100,000.00 at the April 3, 2013, meeting, Trujillo and Gomez offered to sell Nicklas  
27 1,666 shares of Platinum stock in exchange for all “intellectual property” developed  
28

1 by Nicklas in connection with LEDHomekit. The Platinum Defendants conveniently  
2 valued Nicklas's "intellectual property" at \$100,000.00, the same price Jan would be  
3 paying for his initial tranche of 1,666 shares. Upon information and belief, the sole  
4 purpose of this bogus transaction was to convince Jan that his initial investment in  
5 Platinum, and any subsequent prospective investments, also would benefit his son as  
6 a Platinum shareholder in this "deal of a lifetime."

7       48. The "intellectual property" transferred to Platinum by Nicklas for these  
8 shares, however, was nothing more than a vague idea, undeveloped, untested, and  
9 unprotected by any U.S. or international intellectual property laws. Upon information  
10 and belief, the Platinum Defendants absolutely knew, or reasonably should have  
11 known, that Nicklas's "\$100,000.00 LEDHomekit idea" had very little if any real  
12 value. Based on all of the circumstances alleged herein, the Platinum Defendants  
13 included Nicklas in the Offering on these terms with the sole intent and purpose of  
14 enticing Jan to invest \$100,000.00 in cash in Platinum, along with additional  
15 subsequent cash investments in Platinum, all for the benefit of Gomez and Trujillo.

16       49. Jan asked the Platinum Defendants if he should hire an attorney to  
17 advise him regarding this new proposal. Gomez, however, expressly assured Jan that  
18 Gomez was acting as Jan's attorney and would protect Jan's interests as well as the  
19 interests of all Platinum's investors. In so advising and assuring Jan, Gomez violated  
20 the California State Bar Rules of Professional Conduct, Rule 3-310, prohibiting the  
21 representation of clients with adverse interests and irreconcilable conflicts of interest,  
22 particularly without the *informed* written consent of Jan. Reacting to the sense of  
23 urgency and pressure Gomez communicated to Jan and Nicklas, Jan agreed to  
24 immediately make arrangements to wire Gomez \$100,000.00. He also agreed to  
25 return to Gomez Law Group's office as soon as possible to sign any documentation  
26 Gomez prepared and recommended, as Jan's attorney, to memorialize the parties'  
27 agreement.

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1       50. Under extreme pressure imposed by Gomez, who threatened to exclude  
 2 Jan from the Pipeline Deals for “legal reasons” unless he invested \$100,000.00  
 3 immediately, and in reliance on all of the foregoing representations made by the  
 4 Platinum Defendants, Jan and Nicklas returned to the Gomez Law Group’s office on  
 5 or around April 5, 2013. Upon information and belief, Gomez presented Jan with  
 6 documents purporting to memorialize the parties’ agreement to transfer 1,666 shares  
 7 to Jan in exchange for \$100,000.00, and to transfer 48,334 shares to Jan before the  
 8 end of 2013 in exchange for \$2.9 million in commission payments and/or other  
 9 consideration. At this same meeting, Gomez also presented Nicklas with an  
 10 agreement, prepared by Gomez, purporting to transfer “the rights to LEDHomekit” to  
 11 the Platinum Defendants in exchange for 1,666 shares of Platinum stock. Jan and his  
 12 son signed the documents Gomez presented to them, despite the fact neither could  
 13 understand the complex legal terminology in any of the documents, which were  
 14 written in English only, as Gomez had expressly assured Plaintiffs he was protecting  
 15 their interests in Platinum as their attorney and fiduciary.

16       51. On April 8, 2013, (the Monday following the parties’ Friday April 5,  
 17 2013, meeting, described above), Jan wired Gomez \$100,000.00. Upon information  
 18 and belief, the wiring instructions prepared by Gomez caused Jan to wire this  
 19 \$100,000.00 payment to a checking account controlled solely by Gomez.

20       52. Throughout the remainder of April, Jan repeatedly requested that Gomez  
 21 provide him copies of the necessary documentation concerning his substantial  
 22 \$100,000.00 investment, and also provide further direction regarding how to integrate  
 23 the businesses of Hyperikon and Platinum such that Hyperikon could begin  
 24 marketing and selling Energetic products in the Territory, properly quote prices to  
 25 consumers based on transfer cost pricing between Energetic and Platinum, and  
 26 process and administer rebates. Instead of providing the requested documents and  
 27 information, however, Gomez became very angry and heated during several meetings

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1 and telephone discussions in April. He represented on numerous occasions during  
 2 April, as he had during the meetings before, that he was a prominent, well recognized  
 3 “business attorney” in San Diego and he represented Jan’s interests as well as  
 4 Platinum’s interests, which Gomez inexplicably claimed were aligned.

5       53. In or around mid-April, Trujillo approached Jan by telephone and in  
 6 person and suggested that perhaps he could arrange for Jan’s COO, Robert Kenyon,  
 7 to become a shareholder of Platinum on the same extremely favorable terms the  
 8 Platinum Defendants had offered to Jan, as a gesture of good faith to Jan and his  
 9 team. Subsequently, during a late April meeting at the Gomez Law Group’s office,  
 10 the Platinum Defendants engaged in the first of many egregious and tragic “good cop,  
 11 bad cop” artifices to further defraud Plaintiffs in connection with the Platinum  
 12 Offering. First, Fernando presented his bogus rationale for including Kenyon in  
 13 Platinum’s Offering as a gesture of good faith and to motivate Platinum’s new  
 14 “team.” Then Gomez, on cue, acted highly agitated and protested heatedly against  
 15 the plan which he claimed was “extremely unfair” to the company and its founders,  
 16 Gomez and Trujillo. After additional mock convincing by Trujillo, however, Gomez  
 17 “relented” and agreed to “let Robert in.” Jan, completely fooled by the Platinum  
 18 Defendants’ charade, expressed tremendous gratitude toward Gomez and Trujillo for  
 19 this great “opportunity” and thanked both men graciously for “the honor” bestowed  
 20 upon Hyperikon’s team. In reliance on the Platinum Defendants misrepresentations  
 21 and artifice to defraud Jan, Jan agreed to facilitate Kenyon’s investment in Platinum  
 22 via a loan from Hyperikon, as Kenyon had no liquid assets of his own to invest.

23       54. Incredibly, Gomez insisted on handling all aspects of this transaction on  
 24 behalf of all parties, despite the obvious irreconcilable conflicts of interest and direct  
 25 violations of California State Bar Ethical Rule 3-310 and California Business &  
 26 Professions Code § 6068, et seq. Gomez prepared and circulated a promissory note  
 27 by Kenyon in favor of Hyperikon in the principal amount of \$100,000.00, and then  
 28

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1 instructed Jan to cause Hyperikon to transfer the \$100,000.00 Kenyon Loan amount  
 2 directly to Gomez's account. On May 6, 2013, in reasonable reliance on all of the  
 3 foregoing representations, Jan caused Hyperikon to wire transfer this second  
 4 \$100,000.00 payment to an account controlled by Gomez pursuant to the express  
 5 instructions of Gomez who Jan believed was acting as his attorney.

6       55. Then, in or around the middle of May 2013, in furtherance of the  
 7 Platinum Defendants' ongoing scheme to defraud Plaintiffs, Trujillo and Gomez  
 8 called a meeting with Jan, Kenyon and Nicklas at Gomez Law Group's office.  
 9 Gomez commenced the meeting by proclaiming to be an expert in trusts and  
 10 corporations. Gomez offered to incorporate a U.S. domestic corporation for Jan, also  
 11 at no charge, for the sole purpose of holding Jan's Platinum shares and receiving the  
 12 substantial dividends he could expect in the near future as a Platinum shareholder.  
 13 Gomez also offered to prepare a U.S. trust for Jan and his family, at no charge, so  
 14 long as Jan simply provided Gomez a detailed schedule of his assets.

15       56. At this same meeting, Trujillo, who holds a Green Card, claimed that Jan  
 16 could easily obtain his Green Card if he structured his Platinum investment properly  
 17 through the trust and corporate services recommended by Gomez. After listening to  
 18 Trujillo's bogus claim that Jan could more easily obtain a Green Card by establishing  
 19 a U.S. trust, Gomez offered to provide Jan the necessary trust, corporate and  
 20 immigration services to apply for an expedited Green Card. Gomez claimed he  
 21 would work in conjunction with an immigration attorney named Grace Zimmerman,  
 22 who Plaintiffs understood was Gomez's friend and colleague.

23       57. Jan relied on Gomez's representations that he was acting as Jan's  
 24 attorney for all purposes in connection with the Platinum transaction, including these  
 25 ancillary corporate, estate planning, and immigration matters. Jan and his wife met  
 26 with Gomez to discuss a prospective trust in early July 2013. During this meeting,  
 27 Gomez requested a detailed list of all assets held by the family and details regarding  
 28

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1 the family's financial condition. Jan became uncomfortable disclosing such private  
 2 information to his new "business partner," but Gomez repeatedly assured Jan and his  
 3 wife that Gomez was not just a business partner but also Jan's attorney protecting  
 4 Jan's interests with the utmost fiduciary and ethical duties such a relationship entails.  
 5 Jan and his wife, who had no experience dealing with U.S. attorneys, believed Gomez  
 6 and presented him with a list of the family's assets. On information and belief, the  
 7 Platinum Defendants' sole intent and purpose of having Gomez offer Jan trust  
 8 services was to determine if Jan had additional available cash to invest in Platinum.<sup>2</sup>

9       58. On July 17, 2013, Gomez formed a California corporation on behalf of  
 10 Jan called Takecare, Inc. Upon information and belief, Jan and his wife are equal  
 11 50% shareholders of Takecare, Inc. Gomez not only prepared and filed all of the  
 12 necessary corporate paperwork on behalf of Takecare, Inc., but Gomez also assumed  
 13 the role of registered agent for service of process, a role Gomez continues to serve for  
 14 Jan's corporation today.

15       59. At the same time Gomez initially was advising Jan concerning the  
 16 foregoing trust and corporate services, Trujillo called Jan in or around late May 2013  
 17 to discuss the Platinum Offering. During Trujillo's initial telephone call and during  
 18 subsequent in person meetings at the Gomez Law Group's office in early June 2013,  
 19 attended by Jan, Nicklas, Kenyon, Trujillo and Gomez, Trujillo advised Plaintiffs that  
 20 the Platinum Defendants were prepared to offer them "extremely generous"  
 21 additional stock Offering terms.

22       60. According to Trujillo, whose statements were ratified and approved by  
 23 Gomez who attended every meeting, Platinum greatly appreciated Hyperikon's skills,  
 24 goodwill, marketing materials, the UCLA study, and other intellectual property. As a  
 25 result, "after much convincing," Gomez had agreed to offer an even sweeter deal to

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27       28<sup>2</sup> The Gomez Law Group's website describes a law practice limited to personal injury,  
 elder and dependent care abuse, and wage and hour employment litigation matters.  
 See <http://alvingomez.com/>.

1 Plaintiffs to reflect Platinum's good faith and confidence in its new relationship with  
2 Platinum's "new business partners." The Platinum Defendants then proceeded to  
3 offer Plaintiffs a substantially greater stake in the company in exchange for  
4 substantially all of the assets of Hyperikon and a promissory note executed by Jan in  
5 favor of Platinum. According to Trujillo, these additional financial commitments,  
6 along with the Jan's previous \$200,000.00 in cash payments, and Nicklas's previous  
7 transfer of the \$100,000.00 "LEDHomekit," would substantially increase the  
8 Plaintiffs' initial stock holdings. Trujillo promised Plaintiffs if they agreed to these  
9 new terms, they would enjoy greater financial participation in the coveted Pipeline  
10 Deals because they would receive considerably larger initial tranches of Platinum  
11 stock immediately, along with proportionately greater rights to dividends and  
12 distributions.

13       61. As Trujillo presented the new "sweetened deal," in very general terms,  
14 Plaintiffs and Kenyon would receive approximately \$2.4 million worth of Platinum  
15 stock in exchange for "only \$1 million" in cash up-front, and approximately \$400,000  
16 in Hyperikon assets and "goodwill." In addition, instead of 10% of the issued and  
17 outstanding shares of Platinum, Jan now would be entitled to a total of 14% of  
18 Platinum's issued and outstanding stock, after performing all terms of the Offering,  
19 and Nicklas and Kenyon each would be entitled to 5%.

20       62. After several more discussions on the phone and in person, Gomez  
21 presented Jan and Nicklas new Offering documentation during a meeting at Gomez  
22 Law Group's office in early June 2013. According to Gomez and Trujillo, Plaintiffs  
23 and Kenyon now would be entitled to an initial tranche of 40,332 shares in exchange  
24 for \$1,375,035.71 (or \$34.09 per share), to be allocated 26,200 shares to Jan, and  
25 7,066 shares each to Nicklas and Mr. Kenyon. The \$1.375 million payment would be  
26 comprised of the following three separate items of consideration: (1) the \$200,000.00  
27 Jan already paid to Gomez, including \$100,000 paid on April 8, 2013, and \$100,000  
28

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1 paid by Hyperikon for Kenyon's benefit on May 6, 2013; (2) a new promissory note  
 2 executed by Jan in favor of Gomez and Trujillo in the amount of \$402,650.00,  
 3 payable in 7 monthly installments of \$50,000 and one monthly installment of \$52,650  
 4 (the "Jan Note"); and (3) a transfer of all tangible and intangible assets of Hyperikon,  
 5 valued at \$772,000, including its accounts receivable of \$376,025.00, which was  
 6 payable by Hyperikon's customers in monthly installments of \$6,685.00.<sup>3</sup>

7       63. Additionally, as part of this final "Offering," in exchange for future  
 8 payments of \$4,780,080.00 in cash (which could be paid at any time before March  
 9 31, 2014 for Jan's shares and anytime before March 31, 2015 for Nicklas's and  
 10 Kenyon's shares), Plaintiffs and Kenyon could purchase the 79,668 balance of the  
 11 total 120,000 shares offered in the Offering (or \$60 per share) to be allocated 43,800  
 12 additional shares to Jan, and 17,934 additional shares each to Nicklas and Kenyon.  
 13 Trujillo and Gomez both emphasized in emails, telephone calls and in person  
 14 meetings in June 2013 that Plaintiffs and Kenyon would easily cover the \$4.78  
 15 million balance owed to the Platinum Defendants by applying varying percentages of  
 16 the "substantial commissions" Jan, Nicklas and Kenyon would be generating as  
 17 Platinum agents over the next 9 to 21 months to stock purchases. Plaintiffs indicated  
 18 they would consider the new Offering terms and respond as soon as possible.

19       64. Between June 15, 2013, and July 6, 2013, Jan and Nicklas returned to  
 20 Denmark to vacation and visit friends and family. During this time period, the  
 21 Platinum Defendants engaged in additional, egregious high-pressure sales tactics and  
 22 fraudulent, unethical misconduct intended to serve the following two purposes:  
 23  
 24

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25       <sup>3</sup> Kenyon listed Hyperikon's inventory and other assets on a sheet of paper for review  
 26 by Gomez and Gomez assigned a value of \$772,000.00 to Hyperikon's assets  
 27 transferred in connection with the new Offering terms. Gomez arbitrarily assigned a  
 28 value of \$250,000 to Hyperikon's "goodwill," solely for the purposes of enticing Jan  
 to invest more up-front cash in Platinum for the benefit of Gomez and Trujillo.

1                             (a) To extract as much cash as possible from Plaintiffs as quickly as  
2 possible; and

3                             (b) To frighten Plaintiffs regarding purported exposure to potential  
4 criminal and civil liability in order to detract attention from Platinum Defendants'  
5 unlawful fraudulent misconduct.

6         65. First, on June 12, 2013, immediately prior to Jan's departure to  
7 Denmark, Trujillo called Jan and stated in a very concerned tone that Gomez  
8 discovered Kenyon "broke the law." According to Trujillo, again playing his "good  
9 cop" role in the Platinum Defendants' artifice to defraud Plaintiffs, Kenyon had  
10 somehow "misstated" the value of certain Hyperikon assets in the asset transfer  
11 documentation. As a result of Kenyon's "misstatements," Trujillo explained, the  
12 Platinum Defendants could unilaterally take ownership of all shares of stock  
13 previously purchased by Plaintiffs and Kenyon. Trujillo said Gomez had specifically  
14 included provisions in the parties' agreements which allowed him to take this extreme  
15 measure in the event of such "misstatements," and that Gomez likely would proceed  
16 unless Jan invested "another \$25,000.00 in up-front cash" to "calm Gomez down"  
17 and to "show good faith."

18         66. Trujillo promised the new proposed Offering terms would remain the  
19 same and the \$25,000.00 payment would reduce the prospective Jan Note (with a  
20 principal balance due of \$402,650.00) accordingly. Trujillo warned Jan, however,  
21 that this minimal additional \$25,000 up-front cash payment was absolutely necessary  
22 for Trujillo to pacify Gomez. Upon information and belief, these "warnings" were  
23 made at the express instruction of Gomez who Trujillo said was extremely angry and  
24 concerned about these "recent developments." Concerned, and under duress imposed  
25 by Trujillo and Gomez whom Jan believed to be acting in Jan's best interest, Jan  
26 wired another \$25,000.00 to Gomez two days later on June 14, 2013, the day before  
27 he departed for Denmark.

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1       67. Then in late June, Trujillo called Jan and Nicklas multiple times in  
2 Denmark and warned them that Gomez now was investigating the “true value” of  
3 LEDHomekit. According to Trujillo, again playing “good cop,” Gomez complained  
4 about the \$100,000.00 LEDHomekit valuation, and also complained about Nicklas’s  
5 contributions over the past few months to Platinum’s internet sales strategies. Gomez  
6 once again communicated through Trujillo his intention to unilaterally take  
7 ownership of all shares of stock previously purchased by Plaintiffs and Kenyon  
8 unless Jan agreed to the new Offering terms and invested more capital into Platinum.

9       68. Finally, also in late June 2013, both Gomez and Trujillo called Jan and  
10 advised him there was a very serious problem concerning two of Hyperikon’s  
11 commission based sales people. Specifically, Gomez represented that Hyperikon’s  
12 sales agreements with Augustine (“Gus”) Gallo and Jeff Powell included “clearly  
13 fraudulent misrepresentations” which, in the United States, constituted criminal and  
14 civil offenses. Gomez advised Jan that the only solution was for Platinum to assume  
15 these employees’ commission based sales agreements so Gomez could restructure the  
16 agreements and thereby resolve any potential exposure to the company, or to Jan  
17 individually, for Jan’s “fraud.” Jan readily accepted Gomez’s proposal because he  
18 believed Gomez was acting as his U.S. attorney protecting Jan’s interests with the  
19 utmost fiduciary duties of loyalty and fair dealing.

20       69. Jan returned from Denmark on July 5, 2013, a Saturday, and he attended  
21 a meeting at Gomez Law Group’s office the following Monday on July 8 to discuss  
22 the “developments” at Platinum while the he was in Denmark. In accordance with  
23 the Platinum Defendants’ unlawful artifice to further defraud Plaintiffs, the  
24 discussions at this meeting consistently were diverted from Platinum’s progress on  
25 the Pipeline Deals or any other issues of importance and focused instead on resolving  
26 the “errors and omissions” of Plaintiffs and Kenyon. Jan already had resolved the  
27 issue involving Kenyon’s “misstatements” regarding the Hyperikon valuation by

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wiring \$25,000.00 to Gomez on June 14. The remaining issue, therefore, was the formal assignment of Gus and Jeff's commission based sales agreements to Platinum. Jan signed all documents Gomez presented to him to accomplish this purpose. Gomez neglected to mention that Gus and Jeff had already been working with Gomez and Trujillo to close potentially lucrative LED lighting sales deals, on behalf of Platinum, with Qualcomm, Inc., in San Diego, and a reputable company called "Intelliswitch" based in Mexico.

70. Once the parties concluded the matters involving "errors and omissions" of Plaintiffs and Kenyon, Gomez and Trujillo turned their attention to Platinum new proposed Offering terms. According to Trujillo, Gomez insisted the parties finally formalize and memorialize final agreements regarding Plaintiffs' stock purchase and commission based sales agreements with Platinum.

71. The final deal, according to Gomez, must be dated "as of May 1, 2013," so Jan's payment plan must be adjusted accordingly. Jan reluctantly agreed because he feared Gomez otherwise would unilaterally take ownership of all shares of stock previously purchased by Plaintiffs and Kenyon, as the Platinum Defendants had threatened while Jan was in Denmark. In accordance with the new Offering "deal" reached on July 8, 2013, the parties would proceed with the new Offering terms, only the deal now was effective "as of May 1, 2013" and, consistent with Trujillo's previous promise, Jan's \$25,000.00 payment to resolve Kenyon's "misstatements" was applied to the Jan Note.

72. Therefore, as of July 8, 2013, Plaintiffs and Kenyon purportedly received an initial tranche of 40,332 shares in exchange for \$1.375 million, which was allocated 26,200 shares to Jan, and 7,066 shares each to Nicklas and Mr. Kenyon. The \$1.375 million payment was comprised of the \$200,000.00 already

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1 paid to Gomez, the Jan Note worth \$402,650.00, and Hyperikon's assets "worth  
 2 \$772,385.71."<sup>4</sup>

3       73. Additionally, as part of this final "Offering," in exchange for future  
 4 payments of \$4,780,080.00 in cash (which could be paid at any time before March  
 5 31, 2014 for Jan's shares and anytime before March 31, 2015 for Nicklas's and  
 6 Kenyon's shares), Plaintiffs and Kenyon could purchase the 79,668 balance of the  
 7 total 120,000 shares offered in the Offering (or \$60 per share) to be allocated 43,800  
 8 additional shares to Jan, and 17,934 additional shares each to Nicklas and Kenyon.

9       74. Gomez and Trujillo assured Jan he, Nicklas and Kenyon received a great  
 10 deal. The Platinum Defendants reiterated how Plaintiffs and Kenyon were actually  
 11 only paying \$1 million in cash up-front in exchange for \$2.4 million worth of  
 12 Platinum stock. More specifically, Jan transferred to Gomez \$225,000 in cash  
 13 (\$100,000 on April 8, another \$100,000 on May 6, and another \$25,000 on June 14 to  
 14 resolve Kenyon's "misstatements"), \$376,025 in Hyperikon's receivables, and the Jan  
 15 Note for \$402,650. The total, \$1,003,675, comprised Jan's total up-front *cash*  
 16 commitment in connection with the Offering, according to the Platinum Defendants.  
 17 Whereas, Plaintiffs and Kenyon received 40,332 shares which, at \$60 per share, were  
 18 worth \$2,419,920. The Platinum Defendants had absolutely convinced Jan there was  
 19 no way for him to lose money under these circumstances.

20       75. Because Jan agreed to these terms on July 8, 2013, and agreed to make  
 21 the agreement effective "as of May 1, 2013," Gomez demanded that Jan immediately  
 22 transfer to Platinum the \$6,685 monthly payments Hyperikon received in connection  
 23 with its accounts receivable for the months of May, June and July. Therefore, on July  
 24 8, 11, and 16, respectively, Jan completed three separate wire transfers to Gomez in  
 25

---

26       <sup>4</sup> Notably, Gomez never altered or reduced this valuation of Hyperikon's assets,  
 27 despite his allegations of fraud regarding Kenyon's purported "misstatements," which  
 28 further underlines the Platinum Defendants' intentional and egregious artifice to  
 defraud Plaintiffs.

1 the amount of \$6,685 each. On July 18, 2013, Jan paid Gomez the first \$50,000.00  
 2 payment on the Jan Note by delivering a check to Gomez at the Gomez Law Group's  
 3 offices.

4       76. Gomez prepared documents purporting to memorialize the parties'  
 5 agreements and Plaintiffs dutifully signed each document and initialed any pages  
 6 Gomez indicated should be initialed. Immediately after Nicklas returned from  
 7 Denmark on July 15, 2013, he also signed the documents in accordance with  
 8 Gomez's instructions. At one point, when Jan attempted to read the documents,  
 9 complained about his poor understanding of English and U.S. legal documents, and  
 10 asked questions about the provisions concerning commissions, Gomez exclaimed, as  
 11 he had numerous times in the past, "I am acting as your lawyer and have adequately  
 12 protected all of your interests. You do not need to worry about the legalese as I have  
 13 taken care of everything." He also stated at this meeting, "I am not making any  
 14 further changes to these documents so just sign them. You are getting far more than  
 15 you deserve as new investors."

16       77. Not surprisingly, the central focus of the "agreements" prepared by  
 17 Gomez was to extract as much cash as possible as quickly as possible from Jan. For  
 18 example, the accounts receivable of Hyperikon paid approximately \$6,685 per month  
 19 "effective as of May 1, 2013," the first Jan Note payment of \$50,000 was payable  
 20 "upon execution," and Gomez already successfully extracted \$225,000 in cash from  
 21 Jan before finalizing the Offering and purchase of securities by Plaintiffs. Moreover,  
 22 the remaining assets of Hyperikon purportedly transferred to Platinum were never  
 23 formally delivered to Platinum - nor did Gomez or Trujillo further discuss these  
 24 "assets" with Plaintiffs. The only assets of any concern to Gomez and Trujillo during  
 25 this mid-July meeting, and at every other time relevant to this action, were the cash  
 26 investments, and the monthly payments on the Jan Note and Hyperikon's receivables.  
 27  
 28

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1       78. In connection with all of the foregoing transactions, between April and  
 2 July 2013, Jan asked Gomez for copies of the numerous asset transfer agreements, the  
 3 Kenyon Note agreements, the stock purchase agreements, the books and records of  
 4 the company, and the transfer pricing and product catalogs as between Platinum and  
 5 Energetic. Whenever Jan raised these issues, however, Gomez would become irate  
 6 and Trujillo would demand Jan refrain from spoiling his “deal of a lifetime” by  
 7 pestering Gomez, again playing “good cop, bad cop” in the Platinum Defendants’  
 8 artifice to defraud Plaintiffs. Gomez also repeatedly exclaimed it was his *duty* to  
 9 maintain all originals and copies of the parties’ various documents, *including*  
 10 *Plaintiffs stock certificates*, in his capacity as Plaintiffs’ attorney for all purposes in  
 11 connection with Platinum.

12      79. Moreover, Gomez expressly stated to Jan and Nicklas, orally at a  
 13 meeting in person on July 17, 2013, and in writing in a document entitled  
 14 Shareholders Agreement, signed by the parties on July 17, 2013, that Gomez must  
 15 maintain custody of all Platinum shareholders’ stock certificates to ensure all  
 16 transfers of company stock “comply with applicable securities laws.” For this  
 17 purported “legal reason,” Plaintiffs do not have possession of the stock certificates  
 18 evidencing their shares of Platinum stock because these stock certificates, according  
 19 to Gomez, are in the possession of Gomez.

20 ***The Platinum Defendants’ Misrepresentations And Omissions Of Material Facts***  
 21 ***Regarding Platinum Were Intentionally False And Misleading***

22      80. In August 2013, Plaintiffs discovered Defendants’ numerous  
 23 misrepresentations and omissions of material facts regarding Platinum were  
 24 categorically and intentionally false and misleading for all of the following reasons,  
 25 among other reasons:

26           a. *First*, Platinum, exclusive Territory did not include India,  
 27 Denmark or Poland, contrary to the Platinum Defendants’ representations to the

1 contrary, described above. In late June and early July, Jan discovered from a  
2 business contact in India that another distributor of Energetic Lighting operated freely  
3 in India. Gomez and Trujillo repeatedly claimed during several meetings in July that  
4 although it was true another business was “registered” in India, Platinum still enjoyed  
5 the lowest pricing available from Energetic in all countries so this was not a concern  
6 of the Platinum Defendants. Moreover, according to Trujillo, all sales in India were  
7 controlled by Mr. Lui, Energetic’s Vice President, so Platinum’s interests would be  
8 protected. The Platinum Defendants, including Gomez who sat silently and thereby  
9 assented to the foregoing statements repeatedly made by Trujillo, consistently  
10 represented, however, that Platinum could nevertheless enforce its exclusivity in  
11 India at any time it wished. Then, in or around late July 2013, after Jan repeatedly  
12 requested a copy of Platinum’s Exclusivity Agreement, Gomez finally presented Jan  
13 with a one page document entitled “Amendment No. 1 to Fulfillment Agreement  
14 Between Platinum LED US Inc. and Energetic Lighting” (the “Amendment”). The  
15 Amendment was dated December 19, 2012 and executed by David Lui as “Vice  
16 President” of Energetic Lighting, and by Alvin Gomez as President of Platinum. The  
17 Amendment purported to list every country in Platinum’s exclusive Territory. The  
18 Amendment’s list of countries did not include Denmark, India, Poland or Turkey,  
19 contrary to every written and oral representation made by the Platinum Defendants  
20 regarding the Territory prior to Plaintiff’s investment;

21           b. *Second*, Jan discovered in August 2013 that the Platinum  
22 Defendants’ \$30 million valuation of Platinum, which expressly was based on the  
23 Pipeline Deals, was so bogus and artificially inflated that it defied comprehension  
24 based on Plaintiffs’ understanding of business and legal ethics, and based on  
25 Plaintiffs’ understanding that Gomez, acting as their attorney, had confirmed the  
26 accuracy of this valuation. In fact, not one of the Pipeline Deals described above ever  
27 was realized, and Platinum has not earned any of the promised revenues set forth in  
28

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1 the purported “contracts” and “informally closed” deals comprising the Pipeline  
2 Deals. Upon information and belief, based on Jan’s numerous discussions and emails  
3 with Gomez and Trujillo from June to the present date, the only money paid to the  
4 Platinum Defendants in connection with Energetic Lighting was a total of  
5 \$150,000.00, paid in or around July 2013 in connection with the purported SCPPA  
6 deal to supply LED lighting to the Anaheim Public Utility. Based on information and  
7 belief, however, as described in greater detail below, this purported Platinum deal  
8 was, in fact, a contract performed by Energetic, and the \$150,000.00 payment  
9 constituted a commission payment earned by Trujillo, in his capacity as a  
10 Commercial Sales Manager of Energetic;

11           c.     *Third*, in or mid-August 2013, Jan learned that Energetic could not  
12 and was not able to supply Platinum with LED street lighting pre-certified by UL and  
13 Energy Star in the United States; nor was Platinum able to obtain LED products  
14 certified by NOM and FIDE in Mexico, by TSI in Turkey, by S in Argentina, or by  
15 any other certifying entity for use in *any* of the countries in which Platinum  
16 purportedly had exclusive distributorship rights. The inability or unwillingness of  
17 Energetic to supply Platinum with pre-certified LED products for installation in the  
18 various countries in Platinum’s exclusive Territory is absolutely contrary to the  
19 customs and practices of lighting distributorships. For the foregoing reasons, upon  
20 information and belief, Platinum does not enjoy a legitimate exclusive distributorship  
21 arrangement with Energetic. Otherwise, Energetic could and would supply Platinum  
22 with pre-certified products ready for installation in all countries in the Territory. Any  
23 other arrangements makes absolutely no financial sense from the perspective of an  
24 average reasonable LED lighting distributor;

25           d.     *Fourth*, in or around August 2013, Jan learned for the first time  
26 that his team was not entitled to sell the diverse products at the “cost plus 15%”  
27 pricing as represented in the bogus catalogue the Platinum Defendants displayed to  
28

1 Plaintiffs during their late March and early April 2013 meetings, described above.  
 2 Instead, Jan learned he only was entitled to sell a very limited number of Energetic  
 3 products. Moreover, pursuant to a memo distributed by Gomez in August 2013, all  
 4 pricing terms had to be negotiated by Plaintiffs and all Platinum agents “on a case by  
 5 case” basis subject to the sole discretion and approval of Gomez and David Lui of  
 6 Energetic;

7           e. *Fifth*, as early as March 2013, Jan knew and understood Trujillo  
 8 was the Commercial Sales Manager of Energetic Lighting. The Platinum Defendants  
 9 led Plaintiffs to believe, however, that Trujillo’s arrangement whereby he also acted  
 10 as a distributor through Platinum, was formally approved by Energetic. Upon  
 11 information and belief, however, Trujillo does not have the approval or endorsement  
 12 of Energetic to act as a distributor of Energetic products while also acting as a  
 13 commission based sales person for Energetic. In July 2013, Trujillo revealed to Jan,  
 14 during meeting at Gomez Law Group’s office, that Platinum was expected to pay a  
 15 small portion of any commissions earned on its sales of Energetic products to David  
 16 Lui. An additional “cut” of Platinum’s commissions earned on internet sales was to  
 17 be paid to yet another Energetic employee named Fernando Segura. The amount paid  
 18 to these individuals was not established by contract but rather, according to Trujillo,  
 19 simply was “expected” and a cost of doing business “on such favorable terms.” For  
 20 the foregoing reasons, Plaintiffs now are informed and believe Trujillo and Gomez  
 21 are involved in an illegal “kick-back” scheme with Mr. Lui and perhaps others at  
 22 Energetic, whereby Lui approves favorable pricing to Platinum in exchange for a cut  
 23 of the profits, all without the knowledge and approval of Energetic or its publicly  
 24 traded parent company;

25           f. *Sixth*, in August 2013, Nicklas and Jan both discovered that  
 26 Platinum and 1000 Bulbs, Ltd., are not, in fact, the sole and exclusive distributors of  
 27 Energetic products. On the contrary, several if not dozens of distributors offer

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1 Energetic products for sale, including eBay, Amazon, and Lowe's, and many of the  
 2 prices offered by these additional Energetic distributors are below or equal to the  
 3 prices Platinum can offer based on the transfer pricing offered by Energetic, which  
 4 absolutely and universally is greater than "cost plus 15%";

5           g.     *Seventh*, contrary to the numerous representations made by Gomez  
 6 that he was acting as the attorney for Plaintiffs in all aspects of the Platinum Offering,  
 7 and Gomez's actual formal retainer by Plaintiffs to act as their trust and corporate  
 8 attorney in the Platinum transaction, Plaintiffs now are informed and believe that  
 9 Gomez was not acting as their attorney and fiduciary and, on the contrary, Gomez  
 10 engaged in numerous acts and transactions to benefit his own interests at the cost of  
 11 Plaintiffs, as described in detail above. Moreover, Plaintiffs discovered in September  
 12 2013 that Gomez's representations to Plaintiffs, described in detail above, that Jan,  
 13 Nicklas, and Kenyon had engaged in various fraudulent activities, thereby exposing  
 14 themselves and Platinum to "potential criminal and civil liability," were nothing more  
 15 than an artifice to defraud Plaintiffs, which Gomez accomplished via his "good cop  
 16 bad cop" routine in concert with Trujillo;

17           h.     *Eighth*, Gomez represented orally in meetings, and in writing in  
 18 the Shareholders Agreement, all in mid-July 2013, the Platinum Offering complied  
 19 with all applicable Federal and State securities laws. Gomez's representations in this  
 20 regard were categorically false because the Offering was not registered with the SEC  
 21 or California Department of Corporations, nor was the Offering exempt from  
 22 registration. Plaintiffs never would have proceeded with their investments in  
 23 Platinum had they known the Offering was unlawful and all investors purchasing  
 24 shares of Platinum therein were thereby entitled to rescission of their investments.

25       81.   In or around September 2013, Plaintiffs discovered Trujillo was found  
 26 liable in a recent State Court action, entitled *Demler v. International Solar Group,*  
 27 Inc., arising out of a similar business fraud and judgment was entered against Trujillo

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1 in the amount of approximately \$250,000.00. The amount of the judgment against  
 2 Trujillo, which formally was entered in January 2013, coincidentally was  
 3 approximately the exact same amount the Platinum Defendants ultimately extracted  
 4 from Plaintiffs in up-front cash. For this reason, Plaintiffs are informed and believed  
 5 Trujillo and Gomez conspired to extract cash from Plaintiffs sufficient to pay  
 6 Trujillo's judgment creditors in the *Demler* case.

7       82. Jan also learned from Trujillo himself, during a meeting at Gomez Law  
 8 Group's office in late July 2013, that Trujillo held his shares of Platinum in a trust  
 9 held in the name of his son, who shared his same name ("Trujillo Jr."). He admitted  
 10 that he transferred his shares to Trujillo Jr. for the sole and express purpose of  
 11 avoiding and evading his creditors, including judgment creditors such as the *Demler*  
 12 creditors and judgment creditors in another case Trujillo vaguely described to Jan.

13       83. In or around early September 2013, Gomez stated to Jan and Nicklas that  
 14 he intended to take out a line of credit to assist Platinum with purchasing products for  
 15 sale in connection with its Energetics distributorship. According to Gomez,  
 16 Platinum's funds were depleted and it was unable to fund any further travel by  
 17 Trujillo to Mexico to "close" the Pipeline Deals. Based on Gomez's  
 18 acknowledgement that Platinum now is taking on debt and has liabilities greater than  
 19 its assets, Plaintiffs are informed and believe Platinum is insolvent. For this reason  
 20 and all of the foregoing reasons, Plaintiffs are informed and believe and thereon  
 21 allege their investments in Platinum are now worthless.

22       84. By this Complaint, Plaintiffs formally tender all shares of Platinum stock  
 23 held in Plaintiffs' names on the books and records of the company back to Gomez,  
 24 Trujillo and Platinum in exchange for complete rescission of all of Plaintiffs'  
 25 investments in the Offering described herein. Plaintiffs will execute such further  
 26 documentation, if any, the Platinum Defendants deem necessary in furtherance of this  
 27 purpose. Plaintiffs otherwise take the position they effectively hereby have tendered

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1 all shares of stock purchased in the Platinum Defendants unlawful offering of  
2 Platinum securities to the original issuers, offerors and sellers of such stock, in  
3 exchange for rescission of their investments, consistent with the Federal and State  
4 statutory provisions cited herein.

5 **CAUSES OF ACTION**

6 **FIRST CAUSE OF ACTION**

7 Against Defendants Alvin Gomez, Fernando Trujillo, and Platinum LED  
8 (VIOLATION OF THE SECURITIES AND EXCHANGE ACT OF 1933, 15 U.S.C.  
9 § 77a, et seq., and REGULATION D, 17 C.F.R. § 230.500, et seq.)

10 85. As described above, Defendants offered and sold securities in interstate  
11 commerce by utilizing the United States telephone systems, email, internet, related  
12 interstate wire systems, to conduct an ongoing and continuous securities offering.

13 86. Defendants offering and sales of Platinum securities alleged herein  
14 constituted a collective, aggregate offering, in excess of \$6 million, that was not  
15 registered with the Securities Exchange Commission pursuant to the Securities and  
16 Exchange Act of 1933, 15 U.S.C. § 77a, et seq., nor was the offering qualified for an  
17 exemption from registration.

18 87. Plaintiffs, therefore, are entitled to rescission of any and all purchases of  
19 Platinum securities in connection with the Offering, with interest thereon.

20 **SECOND CAUSE OF ACTION**

21 Against Defendants Alvin Gomez, Fernando Trujillo, and Platinum LED  
22 (VIOLATIONS OF THE SECURITIES AND EXCHANGE ACT OF 1934, Rule  
23 10(b) and S.E.C. Rule 10b-5; 15 U.S.C. § 78j(b), et seq., and 17 C.F.R. § 240.10b-5)

24 88. Plaintiffs incorporate each of the foregoing paragraphs in support of this  
claim for relief.

25 89. Pursuant to Rule 10(b) of the Securities and Exchange Act, 15 U.S.C. §  
26 78j(b), et seq., it is unlawful for any person, directly or indirectly, by the use of any  
27 means or instrumentality of interstate commerce or of the mails, to use or employ, in

connection with the purchase or sale of securities, any manipulative or deceptive device, artifice to defraud, or contrivance in contravention of the rules and regulations prescribed by the Securities and Exchange Commission (the “SEC”) for the protection of investors.

5       90. The Platinum Defendants' wrongful misconduct, as alleged above,  
6 violated the foregoing sections of the Securities and Exchange Act of 1934. In  
7 particular, the Platinum Defendants engaged in hard-sell tactics and intentionally and  
8 willfully implemented a "good cop, bad cop" artifice to defraud Plaintiffs, as described  
9 above, and thereby defrauded Plaintiffs to their substantial damage in an amount to be  
10 proven at trial. Moreover, Plaintiffs reasonably relied on all of the Platinum  
11 Defendants' misrepresentations and omissions of material facts, particularly alleged  
12 above, which statements and omissions were made intentionally to defraud Plaintiffs,  
13 and which statements and omissions proximately caused Plaintiffs' investment losses.

14        91. More specifically, the financial losses suffered by Plaintiffs were  
15 proximately caused by Defendants' misrepresentations because not a single one of  
16 the actual or prospective contracts identified in the Pipeline Term Sheet ever was  
17 executed, performed, or resulted in any pecuniary gain for Platinum or the Plaintiffs.  
18 As a result of the Defendants misrepresentations regarding the Pipeline deals,  
19 Platinum now has expended every penny of Plaintiffs' capital contributions to the  
20 company. Moreover, the recent statements by Gomez that Platinum recently has  
21 borrowed substantial sums of money to pay for unused inventory confirms Platinum  
22 is now defunct and, as a result, Plaintiffs have lost their entire investment.

### THIRD CAUSE OF ACTION

Against Defendants Alvin Gomez and Fernando Trujillo  
(CONTROL PERSON LIABILITY UNDER SECURITIES AND EXCHANGE  
ACT, SECTION 20(a), 15.U.S.C. §78t(a))

26       92. Plaintiffs incorporate each of the foregoing paragraphs in support of this  
27 claim for relief.

1       93. Pursuant to the Control Person Liability Section 20(a) of the Securities  
 2 and Exchange Act of 1934:

3           “Every person who, directly or indirectly, controls any person  
 4 liable under any provision of this title or of any rule or  
 5 regulation thereunder shall also be liable jointly and severally  
 6 with and to the same extent as such controlled person to any  
 7 person to whom such controlled person is liable...unless the  
 8 controlling person acted in good faith and did not directly or  
 cause of action.”

9       94. As alleged above, each of the Platinum Defendants directly and  
 10 indirectly controlled each of the other Platinum Defendants and therefore all Platinum  
 11 Defendants are jointly and severally liable for Plaintiffs’ damages alleged herein.

12                          FOURTH CAUSE OF ACTION

13                          Against Defendants Alvin Gomez, Fernando Trujillo, and Platinum LED  
 14 (RESCISSON; VIOLATION OF CAL. CORP. CODE § 25000, et seq.)

15       95. Plaintiffs incorporate each of the foregoing paragraphs in support of this  
 16 claim for relief.

17       96. The Offering constituted a collective, aggregate offering that was not  
 18 registered with the SEC pursuant to the Securities Act of 1933, 15 U.S.C. § 77a, et  
 19 seq., or qualified by the California Department of Corporations pursuant to the  
 20 California Corporate Securities Law, Cal. Corp. Code § 25000, et seq. Defendants’  
 21 collective offering was not otherwise exempt from registration with the SEC or from  
 22 qualification under Cal. Corp. Code § 25000, et seq.

23       97. As a direct and proximate result of Defendants’ actions, Plaintiffs are  
 24 entitled to rescission of their investments, with interest, pursuant to Cal. Corp. Code §  
 25 25501.

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## FIFTH CAUSE OF ACTION

**Against Defendants Alvin Gomez, Fernando Trujillo, and Platinum LED  
(VIOLATIONS OF CAL. CORP. CODE § 25401 AND JOINT AND SEVERAL  
LIABILITY FOR AIDING AND ABETTING PURSUANT TO § 25504.1)**

98. Plaintiffs incorporate each of the foregoing paragraphs in support of this claim for relief.

99. The Platinum Defendants, and each of them, violated California Corporations Code § 25401 by offering to sell securities to Plaintiffs by means of misrepresented material facts and omissions.

100. At the time these Defendants made these misrepresentations, they knew or should have known in the exercise of reasonable care that the representations were false, misleading, and material. These Defendants intended to defraud and deceive Plaintiffs through their misrepresentations.

101. Plaintiffs justifiably relied on these Defendants' misrepresentations in deciding to invest in Platinum.

102. Through their actions as alleged herein, each of these Defendants did materially aid, abet and assist each other Platinum Defendant in violation of Cal. Corp. Code § 25401, each with the intent to deceive and defraud Plaintiffs. Pursuant to Cal. Corp. Code § 25504.1:

“Any person who materially assists in any violation of Section 25110, 25120, 25130, 25133, or 25401, or a condition of qualification under Chapter 2 (commencing with Section 25110) of Part 2 of this division imposed pursuant to Section 25141, or a condition of qualification under Chapter 3 (commencing with Section 25120) of Part 2 of this division imposed pursuant to Section 25141, or an order suspending trading issued pursuant to Section 25219, with intent to deceive or defraud, is jointly and severally liable with any other person liable under this chapter for such violation.”

103. As a direct and proximate result of the Platinum Defendants' misrepresentations, Plaintiffs were harmed in an amount according to proof, to which

1 they are entitled pursuant to Cal. Corp. Code § 25500, et seq. The Platinum  
2 Defendants are jointly and severally liable for the full amount of Plaintiffs' damages  
3 pursuant to Cal. Corp. Code § 25504.1.

4 **SIXTH CAUSE OF ACTION**

5 Against Defendants Alvin Gomez, Fernando Trujillo  
6 (CONTROL PERSON LIABILITY PURSUANT TO CAL. CORP. CODE § 25504)

7 104. Plaintiffs incorporate each of the foregoing paragraphs in support of this  
8 claim for relief.

9 105. Pursuant to California Corporations Code § 25504:

10 “Every person who directly or indirectly controls a person liable under  
11 Section 25501 or 25503, every partner in a firm so liable, every  
12 principal executive officer or director of a corporation so liable, every  
13 person occupying a similar status or performing similar functions,  
14 every employee of a person so liable who materially aids in the act or  
15 transaction constituting the violation, and every broker-dealer or agent  
16 who materially aids in the act or transaction constituting the violation,  
17 are also liable jointly and severally with and to the same extent as  
such person, unless the other person who is so liable had no  
knowledge of or reasonable grounds to believe in the existence of the  
facts by reason of which the liability is alleged to exist.”

18 106. As alleged above, each of the Platinum Defendants directly and  
19 indirectly controlled each of the other Platinum Defendants and therefore all Platinum  
20 Defendants are jointly and severally liable for Plaintiffs' damages alleged herein.

21 **SEVENTH CAUSE OF ACTION**

22 Against Defendants Alvin Gomez, Fernando Trujillo, and Platinum LED  
23 (VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS  
24 CODE § 17200, et seq., FOR UNLAWFUL, FRAUDULENT,  
AND UNFAIR BUSINESS ACTS AND PRACTICES)

25 107. Plaintiffs incorporate each of the foregoing paragraphs in support of this  
26 claim for relief.

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1       108. The Platinum Defendants' acts and practices as described herein  
2 constitute unlawful, fraudulent, and unfair business acts and practices, in that (1) the  
3 Platinum Defendants' practices, as described herein, violate each of the statutes set  
4 herein; and/or (2) the justification for these Defendants' conduct is outweighed by the  
5 gravity of the consequences to Plaintiffs and members of the public at large; and/or  
6 (3) these Defendants' conduct is immoral, unethical, oppressive, unscrupulous, or  
7 substantially injurious to Plaintiffs and members of the public at large; and/or (4)  
8 these Defendants' conduct is fraudulent, untrue, and misleading and has a tendency to  
9 deceive Plaintiffs and the public at large. Such conduct violates California Business  
10 and Professions Code section 17200 et seq.

11       109. Plaintiffs alleges that, unless this Court enjoins Defendants from  
12 engaging in the wrongful conduct alleged herein, the general public will be harmed  
13 and deceived by Defendants' s fraudulent misconduct.

14        110. Plaintiffs have suffered injury in fact as a result of the unlawful, unfair,  
15 and fraudulent business acts described herein. Pursuant to California Business and  
16 Professions Code sections 17200 and 17203, Plaintiffs seek relief as prayed for  
17 below.

## EIGHTH CAUSE OF ACTION

Against Defendants Alvin Gomez, Fernando Trujillo, and Platinum LED  
(VIOLATION OF CALIFORNIA PENAL CODE § 496(a))

21       111. Plaintiffs incorporate each of the foregoing paragraphs in support of this  
22 claim for relief.

23        112. As alleged above, Defendants received Plaintiffs' property by false  
24 pretenses in violation of Penal Code § 496(a). Plaintiffs suffered substantial  
25 monetary damages as a result of Defendants' violation of Penal Code § 496(a).  
26 Pursuant to the express provisions of Penal Code § 496(a), therefore, Plaintiffs are

1 entitled to recover three times the amount of their actual damages, along with the  
2 costs they have incurred in bringing this suit, including reasonable attorney's fees.

**NINTH CAUSE OF ACTION  
Against Defendant Alvin Gomez  
(BREACH OF FIDUCIARY DUTY)**

5       113. Plaintiffs incorporate each of the foregoing paragraphs in support of this  
6 claim for relief.

7       114. Defendant Gomez owed Plaintiffs fiduciary obligations of the utmost  
8 loyalty and due care requiring Gomez to control and manage the Offering and  
9 Platinum's business practices in general in a fair and equitable manner, and to act in  
10 furtherance of the best interests of Plaintiffs and not in furtherance of his own  
11 personal benefits or interests at Plaintiffs' expense.

12       115. Defendant Gomez intentionally and recklessly breached his fiduciary  
13 duties as alleged herein, proximately causing Plaintiffs substantial monetary harm.

14       116. This Defendant's disregard for his fiduciary duties, as described herein,  
15 resulted in harm to Plaintiffs, in an amount according to proof at trial.

**TENTH CAUSE OF ACTION**  
Against Defendants Alvin Gomez, Fernando Trujillo, and Platinum LED  
**(FRAUDULENT MISREPRESENTATION)**

19       117. Plaintiffs incorporate each of the foregoing paragraphs in support of this  
20 claim for relief.

118. Defendants committed fraudulent misrepresentations as alleged with  
particularity above. At the time Defendants made these misrepresentations, they  
knew or should have known in the exercise of reasonable care that the representations  
were false, misleading, and material. Defendants intended to defraud and deceive  
Plaintiffs, and to induce them to invest in Platinum, and to enter into commission  
sales agreements with Platinum, through their misrepresentations.

1       119. Defendants' misrepresentations were in fact material to Plaintiffs'  
2 decisions to invest in Platinum, and to enter into commission sales agreements with  
3 Platinum, and Plaintiff actually and justifiably relied on the misrepresentations in  
4 connection with these decisions.

5        120. Defendants are liable to Plaintiffs under this cause of action under the  
6 principles of direct misrepresentation and fraud in the inducement. Plaintiffs may  
7 therefore elect to rescind the various purported agreements between all parties or  
8 enforce the agreements and sue for monetary damages. As a direct and proximate  
9 result of Defendants' misrepresentations, Plaintiffs have been harmed in an amount  
10 according to proof.

11       121. Defendants' actions were intentional, fraudulent, willful, wanton,  
12 malicious, oppressive, and reckless, thus warranting punitive damages.

## **ELEVENTH CAUSE OF ACTION**

Against Defendants Alvin Gomez, Fernando Trujillo, and Platinum LED  
(CONVERSION, CIVIL CONSPIRACY AND AIDING AND  
ABETTING TORTIOUS MISCONDUCT)

16       122. Plaintiffs incorporate each of the foregoing paragraphs in support of this  
17 claim for relief.

18        123. The conduct of the Platinum Defendants, as described herein, including  
19 but not limited to conversion, and the fraud and breaches of duties alleged above, was  
20 a result of conscious decisions to participate in the schemes as alleged above, for the  
21 purpose of assisting, and which did assist substantially the furtherance of, the alleged  
22 tortious misconduct, and the joint venture arrangement and conspiracy between and  
23 among the Platinum Defendants.

24       124. By virtue of the foregoing, Plaintiffs have suffered substantial loss and  
25 damage.

125. The Platinum Defendants' actions were intentional, fraudulent, willful, wanton, malicious, oppressive, reckless, and performed with an evil mind warranting punitive damages.

## TWELVTH CAUSE OF ACTION

Against Defendants Alvin Gomez, Fernando Trujillo, and Platinum LED  
(BREACH OF CONTRACT)

126. Plaintiffs incorporate each of the foregoing paragraphs in support of this claim for relief.

127. Defendants' actions as alleged herein constitute breaches of the written and oral promises made by Defendants to Plaintiffs in connection with his investments.

128. As a direct and proximate result of Defendants' breaches, Plaintiffs have been harmed in an amount according to proof, including but not limited to actual damages, general damages, interest, and other charges due under the terms of the parties' agreements.

## THIRTEENTH CAUSE OF ACTION

Against Defendants Alvin Gomez, Fernando Trujillo, and Platinum LED  
(ACCOUNTING/FAILURE TO PAY DISTRIBUTIONS PURSUANT TO  
CALIFORNIA CORPORATIONS CODE § 500, et seq.)

129. Plaintiffs incorporate each of the foregoing paragraphs in support of this claim for relief.

130. Defendants failed to provide Plaintiffs access to correct, accurate, and current versions of Platinum's books and records or the various agreements with Plaintiffs.

131. Because Defendant has not disclosed the relevant information regarding Platinum's assets, liabilities, expenses, and earnings, the monetary value of Plaintiffs' investment interest cannot be ascertained and likely only can be ascertained by a full and detailed accounting of Platinum.

1       132. Plaintiffs demand and are entitled to an accounting of all assets,  
2 liabilities, expenses, and earnings of Platinum, Gomez and Trujillo.

3                                  FOURTEENTH CAUSE OF ACTION  
4                                  Against All Defendants  
5                                  (PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF)

6       133. Plaintiffs incorporate each of the foregoing paragraphs in support of this  
7 claim for relief.

8       134. Defendants and Plaintiffs have an actual and existing dispute regarding  
9 the enforceability of the various contracts between and among them, including,  
10 without limitation, the Shareholders Agreement and the commissions sales  
11 agreements purportedly entered into by and between Plaintiffs and Platinum. The  
12 agreements should be rescinded as a result of the Defendants' deliberately fraudulent  
13 misconduct. These acts have caused and, unless restrained by this Court by a  
14 preliminary injunction and permanent injunction, will continue to cause Plaintiffs to  
15 suffer irreparable injury.

16     135. Plaintiffs have no adequate remedy at law. Damages at law are  
17 inadequate. Plaintiffs therefore seek injunctive and/or other appropriate equitable  
18 relief from this Court.

19                                  FIFTEENTH CAUSE OF ACTION  
20                                  Against All Defendants  
21                                  (UNJUST ENRICHMENT AND IMPOSITION OF CONSTRUCTIVE TRUST)

22     136. Plaintiffs incorporate each of the foregoing paragraphs in support of this  
23 claim for relief.

24     137. Defendants conduct as alleged herein constitutes unjust enrichment  
25 under the laws of the State of California.

26     138. As a direct and proximate result of Defendants' conduct, and the events  
27 alleged herein, Plaintiffs have been harmed in an amount according to proof, and will

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1 suffer further, irreparable injury unless the requested relief is granted. Accordingly,  
2 Plaintiffs demand that a constructive trust be imposed for Plaintiffs' benefit on all  
3 investment proceeds or monies held and/or shown to have been transferred by and  
4 between accounts controlled by Gomez and Trujillo for these Defendants' benefit,  
5 and also upon any revenues derived from the business activities of the Platinum  
6 Defendants.

7       139. Defendants conduct as alleged herein was intentional, willful, wanton,  
8 malicious, oppressive, and reckless, thus warranting enhanced and punitive damages  
9 and attorneys' fees.

SIXTEENTH CAUSE OF ACTION  
Against All Defendants  
(DECLARATORY RELIEF)

13       140. Plaintiffs incorporate each of the foregoing paragraphs in support of this  
14 claim for relief.

141. A dispute has now arisen between the parties regarding the respective  
rights of each of the parties. A judicial declaration is therefore required declaring  
that: (1) Defendants have no right to enforce any obligations or duties purportedly  
owed by Plaintiffs to any of the Defendants pursuant to any agreements entered into  
by and between the parties; (2) Plaintiffs are entitled to rescind the Kenyon Note and  
all monies loaned thereunder and transferred to the Platinum Defendants shall be  
returned forthwith to Plaintiffs; and (3) Plaintiffs are entitled to be compensated by  
Defendants for the wrongful distributions of the funds raised in the Offering.

**JURY DEMAND**

24 Plaintiffs demand a trial by jury on all issues so triable.

## **DEMAND/PRAAYER FOR RELIEF**

For general damages, including statutory damages, in a sum in excess of the jurisdictional minimum of this Court, according to proof;

1       For compensatory damages in excess of the jurisdictional minimum of this  
2 Court, according to proof;

3       For consequential damages in excess of the jurisdictional minimum of this  
4 Court, according to proof;

5       For an accounting, as necessary;

6       For an order that Defendants, and their agents, employees, servants,  
7 representatives, successors in interest, and all those in concert with Defendants, be  
8 permanently enjoined from engaging in the conduct set forth herein: including  
9 offering or selling Platinum securities, attempting to enforce any purported  
10 agreements purportedly entered into by and between the parties; further engaging in  
11 unfair competition against Plaintiffs; and assisting, aiding, or abetting any other  
12 person or business entity in engaging in or performing any of the activities referred to  
13 herein;

14      Plaintiffs be awarded three times the amount of their actual damages, along  
15 with the costs they have incurred in bringing this suit, including reasonable attorney's  
16 fees pursuant to Penal Code § 496(a);

17      Plaintiffs be awarded statutory remedies pursuant to Sections 17200, et seq.,  
18 including restitution and injunctive relief;

19      Plaintiffs recover their reasonable attorneys' fees, costs, and expenses incurred  
20 herein, as appropriate under the exceptional circumstances of this case;

21      Plaintiffs be awarded prejudgment and post-judgment interest at the legal rate;

22      Plaintiffs recover such other and further relief as this Court deems just and  
23 proper.

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1  
2 DATED: September 19, 2013  
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4 Submitted by,  
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6  
7 THE FROST FIRM  
8 THOMAS C. FROST  
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